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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION ONE

BRYAN RANCH HOMEOWNERS  
ASSOCIATION,

Plaintiff and Respondent,

v.

MARIA V. LAWRENCE,

Defendant and Appellant.

A147659

(Contra Costa County  
Super. Ct. No. MSC04-01793)

This appeal arises out of a 14-year-old conflict between plaintiff Maria V. Lawrence, appearing in propria persona, and defendant Bryan Ranch Homeowners Association (the association) about Lawrence's compliance with the association's covenants, conditions, and restrictions (CC&R's). In 2006, the parties reached a settlement, and judgment was entered in accordance with the settlement agreement. Over the next nine years, the parties continued to clash, and scores of motions were filed, hearings held, and orders entered. In this appeal, Lawrence challenges three of these postjudgment orders. The first, dated January 25, 2016, awarded the association attorney fees and costs incurred in its judgment-enforcement efforts. The second, dated February 2, 2016, denied Lawrence's request to remove liens placed on her property and imposed a \$500 sanction. And the third, also dated February 2, 2016, enforced a term of the judgment requiring Lawrence's landscaping to comply with the CC&R's. We affirm all three orders.

I.  
FACTUAL AND PROCEDURAL  
BACKGROUND

In their briefs, the parties recount in detail the procedural history of their protracted dispute, but many of these details are immaterial for purposes of this appeal and are, in any event, not reflected in the record they provided. According to both parties, however, the litigation between them began in 2002 when Lawrence sued the association after it built a fence to screen parts of Lawrence's yard it considered to be in violation of the CC&R's. That suit was brought as case number WS02-3080 (the prior case), and it resulted in a judgment awarding the association damages, attorney fees, and costs.

In 2004, Lawrence again sued the association, this time seeking association records. This suit was brought in small claims court and assigned case number WSC04-0871. The association responded by filing its own suit in superior court, which was assigned case number C04-01793, alleging that Lawrence was not maintaining her property in accordance with the CC&R's. According to the parties, the small claims case was transferred to the superior court and eventually consolidated with the association's case. This appeal arose out of orders eventually entered in this consolidated case.

In October 2006, the parties entered into a settlement of the consolidated case, and two months later a judgment incorporating the settlement agreement's terms was entered. Lawrence agreed, among other terms, to maintain her yard, remove debris from her back yard, and move her parked car from her driveway. In exchange, the association agreed to "waive its claim for reimbursement of \$30,000 of the additional management fees and attorney fees and costs it ha[d] incurred to enforce the CC&R's against Lawrence."

The judgment was expressly entered "without prejudice to the right of both [parties] to seek recovery of attorney fees and costs incurred in seeking to enforce the CC&R's and or pursue their rights under the CC&R's and applicable statutes . . . as prevailing parties," and it established a process to resolve future disputes: "In the event a dispute arises concerning the enforcement of this Judgment or the interpretation of any of

[its] terms . . . and an action is commenced or motion filed to enforce said Judgment . . . , the prevailing party shall be entitled to an award by a court of competent jurisdiction of its attorney fees and costs actually incurred in the good faith prosecution of said motion or action.” Finally, the judgment directed the parties “to execute all documents and perform all acts necessary to carry out [its] terms. . . .” In April 2007, the judgment was amended to reflect the trial court’s finding that the association was the prevailing party and to award the association \$44,552 in attorney fees and \$6,044.23 in costs. As far as we know, neither party appealed from the amended judgment.

Over the next nine years, the parties continued to quarrel, and the three orders giving rise to this appeal were entered in early 2016. The first awarded the association \$25,614 in attorney fees and \$190 in costs for expenses incurred seeking to enforce the judgment since its entry in 2006. The second denied a request by Lawrence to have the association’s judgment liens removed from her title and imposed a \$500 sanction on her. The third required Lawrence to hire a landscape architect to render an opinion on whether her landscaping complied with the CC&R’s, and it authorized the association to enter her property to correct any deficiencies that she failed to address.

## II. DISCUSSION

### A. *We Will Consider the Merits of the Appeal Despite Lawrence’s Failure to Support Her Arguments with Citation to Authority and to a Proper Record.*

An appellant has the burden to affirmatively show error by the trial court. (*Denham v. Superior Court* (1970) 2 Cal.3d 557, 564.) To satisfy this burden, the appellant must provide the reviewing court with both an adequate record and cogent arguments supported by legal analysis and citations to the record. Lawrence has provided neither. Nevertheless, we will consider the merits of her primary claims.

An appellant’s obligation to present cogent argument supported by legal analysis and citation to the record requires more than offering the mere conclusion that the appealed order is erroneous, leaving the reviewing court to figure out why. It is neither our role nor our responsibility to comb through the record to construct theories or

arguments that might call into question the validity of the orders being appealed. (*See, e.g., Niko v. Foreman* (2006) 144 Cal.App.4th 344, 368.) Rather than scour the record unguided, we may conclude that an appellant has forfeited a claim when it is not supported by accurate citations to the record. (Cal. Rules of Court,<sup>1</sup> rule 8.204(a)(1)(C); *City of Lincoln v. Barringer* (2002) 102 Cal.App.4th 1211, 1239 & fn. 16.) “ ‘[A] record is inadequate, and [the] appellant defaults, if the appellant predicates error only on the part of the record he [or she] provides . . . , but ignores or does not present to the appellate court portions of the proceedings below which may provide grounds upon which the decision of the trial court could be affirmed.’ ” (*Osgood v. Landon* (2005) 127 Cal.App.4th 425, 435.)

Lawrence elected to provide a record in the form of an appendix under rule 8.124. Among other deficiencies, her appendix is not consecutively paginated (see rule 8.144), and, while it contains some relevant documents, it does not contain many of the pleadings and orders that she refers to in her briefing or that would have provided necessary context for her arguments.

Lawrence’s briefing is even less compliant with the Rules of Court. Both of her briefs contain mostly a rambling and confusing recitation of procedural history that is not connected to the issues she raises. Her arguments are supported by little or no analysis or reference to legal authority. Although she provides a list of supposedly authoritative cases and statutes, her narrative arguments never even mention many of these authorities.<sup>2</sup>

In light of these deficiencies, we would be perfectly justified in concluding that Lawrence has forfeited her claims on appeal. Nevertheless, we shall, in the interest of justice, proceed to address the substance of her arguments as best we can. In doing so, however, we decline to consider her wholly conclusory arguments. (See *Nelson v.*

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<sup>1</sup> All further rule references are to the California Rules of Court.

<sup>2</sup> The association is quick to point out the deficiencies in Lawrence’s record and briefing, but its brief is also lacking because it includes far too few record citations and far too many assertions that are unsupported by the record.

*Avondale Homeowners Assn.* (2009) 172 Cal.App.4th 857, 862; rule 8.204(a)(1)(B).) Nor do we consider any arguments that she first raises in her reply brief. (See *Roos v. Honeywell Internat., Inc.* (2015) 241 Cal.App.4th 1472, 1487 (*Honeywell*).)

*B. Lawrence Fails to Identify Any Error in the Trial Court's Award of Postjudgment Attorney Fees and Costs.*

Lawrence claims that the trial court erred by determining that the association was the prevailing party and awarding it attorney fees and costs. We disagree.

We review the issue whether a party is legally entitled to attorney fees and costs de novo. (*Wohlgemuth v. Caterpillar Inc.* (2012) 207 Cal.App.4th 1252, 1258.) A trial court's determination of the prevailing party and its calculation of the award are reviewed for an abuse of discretion. (*Honeywell, supra*, 241 Cal.App.4th at p. 1481; *Wohlgemuth*, at p. 1258.)

Relying on Civil Code section 1717, Lawrence first argues that the trial court could not award attorney fees and costs because the parties reached a settlement and the CC&R's do not provide for recovery of attorney fees. This statute governs "[i]n any action on a contract, where the contract specifically provides that attorney's fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party." (Civ. Code, § 1717, subd. (a).) In particular, it provides that "[w]here an action has been voluntarily dismissed or dismissed pursuant to a settlement of the case, there shall be no prevailing party for purposes of this section." (Civ. Code, § 1717, subd. (b)(2).) This provision is inapplicable to the award of postjudgment attorney fees and costs that Lawrence challenges, however, because that award was authorized not by an underlying contract but by the judgment's own terms: "In the event a dispute arises concerning the enforcement of this Judgment . . . and . . . [a] motion filed to enforce said Judgment . . . , the prevailing party shall be entitled to an award by a court of competent jurisdiction of its attorney fees and costs actually incurred in the good faith prosecution of said motion." Lawrence fails to address this provision in making her argument, and we conclude that the court could validly award postjudgment attorney fees and costs under it.

Lawrence also claims that the trial court erred by determining that the association was the prevailing party. She argues that she was the prevailing party because “the net monetary recovery” under the April 2007 judgment was in her favor since it required her only to relocate her garage workshop but required the association to waive its claim of \$30,000. This argument involves only who was the prevailing party when the judgment was entered, however, not who was the prevailing party for the purpose of the January 2016 award of attorney fees and costs. It is far too late for Lawrence to challenge the determination that the association was the prevailing party under the judgment, and Lawrence does not explain why the association was not the prevailing party in its efforts to enforce the judgment.

In her briefing, Lawrence argues that the challenged attorney fees and costs should not have been awarded “because they do not pertain to the litigation” and were based on various allegedly false statements by the association’s counsel. In support of the association’s request for attorney fees and costs, its counsel submitted an extensive declaration and voluminous records, including copies of invoices reflecting fees that were billed to the association for tasks related to judgment-enforcement services. Counsel explained that she was seeking an award of less than half the amount she had billed the association since the date of the judgment because she deducted from the total hours billed the time that did not involve efforts to enforce the judgment. Her distinction between reimbursable and non-reimbursable work was set forth in a detailed spreadsheet.

The association’s evidence was “ ‘entitled to credence in the absence of a clear indication the records [were] erroneous.’ ” (*Honeywell*, 241 Cal.App.4th at p. 1494.) Once this evidence was presented, the burden shifted to Lawrence to present specific objections, supported by rebuttal evidence. She submitted below a declaration in which she contended that several of the statements in the association’s counsel’s declaration were false. According to Lawrence’s declaration, the allegedly false statements made by the association’s counsel included the following:

- A statement that Lawrence had “applied to re-landscape her front yard if the [association] would allow her to build a second living unit”;

- A statement that Lawrence had “made unreasonable requests to inspect the [association’s] records”;
- A statement that “the [association] brought this lawsuit . . . in 2004 after Lawrence filed a Small Claims action to inspect [association] records”;
- A reference to “\$23,950” in unreimbursed bills made in the association’s counsel’s original declaration that was changed to “\$22,172.50” in the amended declaration;
- A reference to the amount of fees incurred from “8/12/09 through 9/15/09” as “\$2,269” in the association’s counsel’s original declaration that was changed to “\$2,291.50” in the amended declaration;
- A reference to the amount of fees incurred from “10/09/09 through 4/5/11” as “\$5,271.00” in the association’s counsel’s original declaration that was changed to “\$7,077.00” in the amended declaration;
- A statement that “Lawrence refused to determine a new location for her garage workshop so it could be buil[t]”;
- A statement that the association’s counsel “learned that the County would not allow Lawrence to proceed with construction unless she got a tree permit”;
- A statement that “[t]he [association] had the trees trimmed”;
- A statement that “Lawrence had complained that the [association] would not let her put a metal roof on the garage/workshop so that it matched the roof on her house”;
- A statement that Lawrence “did not remove the old footings or install a new driveway until after the Court’s written Order dated 9/29/14”;
- A statement that the fence Lawrence installed was “essentially where the [association] had a previous barrier fence installed years earlier”; and
- A statement that “Lawrence used her dispute with PG&E to delay the project for almost four years – from 9/2009 to 7/13.”

Even if we were to accept that some or all of these statements were false, we would nonetheless be unable to conclude that Lawrence successfully rebutted the

association's evidence so as to render the trial court's award of attorney fees an abuse of discretion. Many of these statements simply involve background information, relate to amended computations, or reflect understandings of events or reasons leading up to enforcement activities. Lawrence has wholly failed to explain why these statements establish that any particular reimbursed billing was unrelated to enforcing the judgment or even to specify which billings are related to these statements. She claims to have "submitted undisputable evidence of the billing discrepancies and duplication of attorney fees," but she fails to identify where in the record we might find this evidence, and our independent review has not revealed it. As such, she has provided us with insufficient information for us to conclude that the trial court abused its discretion in reimbursing the association's fees.

*C. The Trial Court Did Not Abuse Its Discretion by Denying the Request to Have the Association's Liens Removed or Sanctioning Lawrence.*

We next turn to Lawrence's challenge to the trial court's order denying her request to have the association's liens removed and imposing a \$500 sanction. She has failed to demonstrate any error in either aspect of the order.

Lawrence included in her appendix very few trial court materials to support her argument. Her appendix includes two of her unsigned declarations, one filed in August 2015 in support of a "Motion to Compel Acknowledgement of Satisfacti[o]n of Judg[ment] and Removal of Liens Against Her Home," and another filed in October 2015 in reply to the association's opposition to her request. Her appendix also includes the trial court's order that denied her request to have the liens removed. But her appendix does not include a copy of any written motion (if one was filed), a copy of any transcript of the hearing, or copies of earlier motions and orders entered on the same topic.

In the challenged order, the trial court made two rulings related to removal of the liens. First, it denied the motion as to the instant case because Lawrence had not paid the full amount due under the judgment. Second, it denied the motion "as to [the prior] case" in which judgment was entered against Lawrence. The court found that she had paid

some of the amount owed on the prior judgment as well but that interest would continue to accrue until the balance was paid in full.<sup>3</sup>

We review a trial court's factual determinations under the substantial evidence standard. (*In re Marriage of Assemi* (1994) 7 Cal.4th 896, 911.) To the extent Lawrence's challenge involves questions of law, our review is de novo. (*Board of Administration v. Wilson* (1997) 52 Cal.App.4th 1109, 1127.)

Lawrence argues that the trial court erred for both jurisdictional and substantive reasons. She contends that "as to [the prior case] . . . the [trial] court does not [have] jurisdiction over [it]."<sup>4</sup> In other words, even though *she* asked for the removal of liens below, she now asserts that the court should have denied her request for jurisdictional reasons. She separately contends that the court erred because it obligated her to pay interest that accumulated on the judgment in the prior case after the court rejected "a Peremptory Challenge as to [the prior case] and prevented [her] from going to the Limited Liability Jurisdiction Court to have motions heard." The record and Lawrence's conclusory arguments are both insufficient for us to evaluate this contention. Thus, we must affirm the court's order because Lawrence has not demonstrated any error or resulting prejudice. (See *In re Marriage of Falcone & Fyke* (2008) 164 Cal.App.4th 814, 822.)

At oral argument, Lawrence claimed that, at some point, she paid the full amount owed under the judgment in the instant case. The association conceded this point and responded by claiming that it filed a partial but not full satisfaction of judgment due to the judgment's unresolved injunctive terms and the prospect that the attorney fees award

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<sup>3</sup> The association states in its brief that "Lawrence has now paid off the judgment in [the prior case], and the [association] has given Lawrence a full satisfaction of judgment." No citation to the record was provided for this statement, and we can find no support for it in either party's appendix.

<sup>4</sup> For its part, the association contends that Lawrence should have appealed the order to the superior court's appellate department. The small-claims case was consolidated with the instant case, however, and the fact that the order addresses issues involving the former does not deprive us of jurisdiction.

would be sustained. We lack a complete record and briefing on whether the association should have filed a full satisfaction of judgment under these circumstances, and if so, what effect such a satisfaction would have on the liens issue. We therefore decline to address those questions.

Lawrence's only argument about the \$500 sanction award is that "[i]mposing sanctions in the amount of \$500.00 against [Lawrence was] an abuse of discretion," which is the relevant standard of review. (See *Burkle v. Burkle* (2006) 144 Cal.App.4th 387, 399.) Sanctions were awarded on the basis that she "continue[d] to file unnecessary motions relating to the satisfaction of judgment" and had "disobey[ed] prior court orders." Again, Lawrence fails to explain why this order was an abuse of discretion or to provide information about what led up to it. Moreover, our review of the record shows that the trial court warned her on at least two occasions that she would face sanctions if she brought further motions involving the liens issue. As a result, we reject her challenge to the sanctions award.

*D. Lawrence Has Not Identified Any Error in the Order Involving Her Landscaping's Compliance with the CC&R's.*

The third and final order from which Lawrence appeals is an amended order requiring her to hire a landscape architect to report on the state of her landscaping's compliance with the CC&R's and authorizing the association to enter her property to correct any deficiencies that she did not address. She argues that the amended order unlawfully "condones and permits [the association] to trespass at will, at some unknown future date, and to burden [her] with unknown costs." We are unpersuaded.

This argument is baffling. To begin with, Lawrence concedes that the original version of the order should be affirmed. But both the original and amended orders impose the same essential terms about which she complains, including those that require her to correct any deficiency reported by the landscape architect and allow the association to enter her property and fix reported deficiencies itself, at her expense, if she does not fix them first. She fails to explain why the amended order is more objectionable than the original order.

In a rare instance of referring to case authority, Lawrence does cite *Allred v. Harris* (1993) 14 Cal.App.4th 1386 in arguing that the order violates her “right to exclude entry and protect her property.” *Allred* holds simply that a business owner of private property, unlike a business owner of a property that has become a public forum, can exclude persons from trespassing on its land to engage in protest activities. (*Id.* at p. 1389.) This holding has nothing to do with the facts of this case. The judgment requires Lawrence to maintain her property in compliance with the CC&R’s, and nothing about *Allred* prevented the trial court from allowing the association to ensure compliance in the event Lawrence fails to correct any deficiencies identified in the landscape architect’s report. She has failed to identify any reversible error.

III.  
DISPOSITION

The trial court’s orders are affirmed. The parties shall bear their own costs on appeal. (See rule 8.278(a)(5).)

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Humes, P.J.

We concur:

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Margulies, J.

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Banke, J.